

AGREEMENT

by and between

KING COUNTY

and

JOINT CRAFTS COUNCIL

(Representing Construction Crafts Employees)

January 1, 2003 through December 31, 2005

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(Representing Construction Crafts Employees)

January 1, 2003 through December 31, 2005

These articles constitute an agreement, the terms of which have been negotiated in good faith between King County and the Joint Crafts Council (Union), whose members are listed under Article 19 – Duration. This agreement shall be subject to approval by ordinance by the Metropolitan County Council (Council) of King County, Washington.

ARTICLE 1: PURPOSE

1.1 The purpose of this Agreement is to promote the continued improvement of the relationship between the County and its employees through their Union. The articles of this Agreement set forth the wages, hours, and working conditions for the bargaining unit employees.

ARTICLE 2: NON-DISCRIMINATION

2.1 The County and the Union agree that they will not unlawfully discriminate in employment against any employee by reason of race, color, age, sex, marital status, sexual orientation, creed, religion, ancestry, national origin, or physical, mental or sensory disability.

1 **ARTICLE 3: UNION RECOGNITION AND MEMBERSHIP**

2 **3.1 Recognition** - The County recognizes the Union as the exclusive bargaining
3 representative of all regular, probationary, term-limited temporary and temporary employees whose
4 job classifications are in the work units listed in the attached Appendices.

5 **3.2 Dues and Fees** - It will be a condition of employment that all employees covered by this
6 Agreement who are members of the Union in good standing on the effective date of this Agreement
7 will remain members in good standing and those who are not members on the effective date of this
8 Agreement will on the thirtieth (30th) day following the effective date of this Agreement become and
9 remain members in good standing in the Union or pay fees to the Union to the extent permitted by
10 law. It will also be a condition of employment that all employees covered by this Agreement and
11 hired or assigned into the bargaining unit on or after its effective date will on the thirtieth (30th) day
12 following the beginning of such employment become and remain members in good standing in the
13 Union or pay fees to the Union to the extent permitted by law. Provided, however, that nothing
14 contained in this section will require employees to join the Union who can substantiate, in accordance
15 with existing law, bona fide religious tenets or beliefs that prohibit the payment of dues or initiation
16 fees to Union organizations. Such employees will pay an amount of money equivalent to regular
17 Union dues and initiation fees to a non-religious charity or to another charitable organization
18 mutually agreed upon by the employee and the Union. Employees will furnish proof to the Union
19 each month that such payment has been made.

20 **3.3 Separation** - Failure by an employee to satisfy the requirements of Section 3.2 will
21 constitute cause for dismissal; provided, that the County has no duty to act until the Union makes a
22 written request for discharge and verifies that the employee received written notification of the
23 delinquency including the amount owing, the method of calculation, and the notification that the non-
24 payment after a period of no less than seven (7) days will result in discharge by the County. A copy
25 of each written notification will be mailed to the County concurrent with its mailing to the employee.

26 **3.4 Payroll Deduction** - Upon receipt of written authorization individually signed by an
27 employee, the County will have deducted from the pay of such employee the amount of dues and
28 initiation fees as certified by the Union and will transmit the amount to the Union.

1 **3.5 Indemnification** - The Union will indemnify and hold the County harmless against any
2 claims made and against any suit instituted against the County on account of any check-off of dues
3 and initiation fees for the Union. The Union agrees to refund to the County any amounts paid to it in
4 error upon presentation of proper evidence thereof.

5 **3.6 Notice of Recognition** - The County will require all new employees hired, transferred, or
6 promoted into a position included in the bargaining unit to sign a form which will inform them of the
7 Union 's exclusive recognition. One (1) copy of the form will be retained by County, one (1) copy
8 will be given to the employee and the original will be sent to the Union. The County will notify the
9 Union when an employee leaves the bargaining unit.

1 **ARTICLE 4: MANAGEMENT RIGHTS**

2 **4.1 General** - The Union recognizes the prerogatives of the County to operate and manage its
3 affairs in all respects in accordance with its responsibilities and powers of authority, subject to the
4 terms and conditions of this Agreement.

5 **4.2 Rights Enumerated** - Unless modified by this Agreement, the County shall have the
6 right to determine staffing levels and work locations; recruit, examine, hire, appoint, promote, train,
7 layoff, and discipline and discharge regular employees for just cause; direct and assign the work;
8 develop and modify classification specifications; allocate positions to those classifications; allocate
9 employees to those positions; determine work shifts and work schedules; schedule and assign
10 overtime work; establish the methods, means and processes by which work is performed; establish
11 rules; and the right to take whatever actions are necessary in emergencies in order to assure the proper
12 functioning of the work units.

1 **ARTICLE 5: CLASSIFICATIONS AND RATES OF PAY**

2 **5.1 Wage Rates** - The classifications of employees covered by this Agreement and the
3 corresponding rates of pay are set forth within Appendices "A" through "N" which are attached
4 hereto and made a part of this Agreement.

5 **5.2 STEP Advancement** - An employee may be hired at STEP 1 of the wage range provided
6 under the appendix covering the classification or above STEP 1 as provided under the County's
7 Personnel Guidelines. Upon completion of the probationary period, the employee will move from the
8 initial STEP hired to the next wage STEP in the wage range. STEP increases thereafter will be
9 annually unless otherwise provided in the appendix until the top STEP is reached. An employee
10 working less than full-time will receive STEP increases prorated based on the full-time work
11 schedule of the work unit.

12 **5.3 STEP on Promotion** - A regular employee who is promoted from one classification to a
13 higher paying classification will be placed into the pay STEP providing no less than a four and one-
14 half (4-1/2) percent increase in his/her base hourly rate of pay not to exceed the top pay STEP of the
15 higher paying classification.

16 **5.4 Temporary Employee Benefits** - In lieu of paid leaves and paid insured benefits, a
17 temporary employee may be eligible for participation in the Union's Health and Welfare Trust as
18 provided under the appendix, where applicable. The temporary employee may also be eligible to
19 receive other compensation provided under King County Code, as amended, in the event the
20 employee exceeds the calendar year working hours threshold.

21 **5.5 Temporary/Regular Positions** - Temporary employees will not be used to supplant
22 regular positions.

23 **5.6 COLA** - Effective with the beginning of the first full pay period nearest January 1 the
24 rates of pay set forth within Appendices "A" through "N" of each year of this Agreement (2003,
25 2004, 2005) will be increased by ninety (90) percent CPI-W, U.S. All Cities based on September to
26 September figures of the prior year; provided, however, said percentage increase will not be less than
27 two (2) percent nor will it exceed six (6) percent.

28 **5.7 Out-of-Classification** - An employee assigned in writing by the manager/designee to

1 perform on a temporary basis the preponderance of duties of a higher paid classification under this
2 Agreement will be paid at the first STEP of the higher paid classification that provides an increase of
3 at least five (5) percent above his/her base hourly rate of pay for the hours so assigned. In the event
4 that the employee works out-of-classification in excess of thirty (30) continuous days, all
5 compensated hours will be at the higher rate of pay. Such assignments will not be used to supplant
6 positions or violate Union jurisdictional rights. An employee assigned by the manager/designee to
7 perform the duties of a lower paid classification on a temporary basis will not have a reduction of
8 wages.

9 **5.8 Lead Assignment** - An employee assigned in writing by the manager/designee to perform
10 lead duties will be paid seven and one-half (7-1/2) percent above his/her base hourly rate of pay. In
11 the event that the employee works as a lead in excess of thirty (30) continuous days, all compensated
12 hours will be at the higher rate of pay. This provision will be superceded by lead level classifications
13 in the attached appendices, if such classifications have a higher wage rate.

ARTICLE 6: HOURS OF WORK

6.1 Standard Five-Eight (5-8) Work Schedule - The standard work schedule will consist of five (5) consecutive work days not to exceed eight (8) hours each exclusive of the meal period and not to exceed forty (40) hours per workweek, Monday through Friday inclusive.

6.1.1 Four-Ten (4-10) Work Schedule - There may be established a work schedule comprising of four (4) consecutive work days of ten (10) consecutive hours each work day exclusive of the meal period and not to exceed forty (40) hours per workweek. An established four-ten (4-10) work schedule will provide for three (3) consecutive days off, one of which will be a Saturday and/or a Sunday.

6.1.2 Additional Work Schedules - By mutual agreement, additional work schedules may be established for each appendix.

6.2 First Shift - An employee assigned to work on a shift beginning between the hours of 5:00 A.M. and 11:59 A.M. will be considered to be on first shift.

6.2.1 Second Shift - An employee assigned to work on a shift beginning between the hours of 12:00 P.M. and 8:59 P.M. will be considered to be on second shift. The pay rate for an employee assigned to second shift will be his/her base hourly rate of pay plus ten (10) percent. An employee who is regularly assigned to the second shift will have all compensable time paid at the higher rate of pay.

6.2.2 Third Shift - An employee assigned to work on a shift beginning between the hours of 9:00 P.M. and 4:59 A.M. will be considered to be on third shift. The pay rate for an employee assigned third shift will be his/her base hourly rate of pay plus fifteen (15) percent. An employee who is regularly assigned to the third shift will have all compensable time paid at the higher rate of pay.

6.3 Bid Postings - All newly established on-going work schedules (days of work), shifts (hours of work) and vacant positions in the work unit will be posted. Employees within the specific classification in the affected work unit will have the opportunity to bid by seniority order for the work schedule, shift or vacancy. Absent adequate interest, the County may assign employees within the classification in the affected work unit to the remaining work schedules, shifts or vacancies by using

inverse seniority order. Changes to work schedules or shifts will normally require a two (2) week notice to affected employees. Work units are defined in each appendix.

6.3.1 Altering of Work Schedule - No employee will have his/her work schedule altered for the purpose of avoiding the payment of overtime except when an employee bids for such change as provided in Section 6.3. No employee will be required to work on his/her scheduled day off in lieu of the employee's scheduled workday. An employee will not receive overtime pay for working on Saturday or Sunday if either one or both of the days are part of his/her regular work schedule.

6.4 Planned Work Schedule and/or Shift Change - The manager/designee may temporarily change an employee's work schedule and/or shift for planned projects. Such change will normally require at least two (2) weeks notice to the employee.

6.5 Unanticipated/Work Schedule and/or Shift Change - Normally, at least eight (8) hours of advance notice will be given to an employee prior to temporarily changing the employee's work schedule and/or shift to perform unanticipated projects and/or operations. In the event of snow removal, flood control, sanding, or other operations due to acts of nature which may or may not be anticipated, an employee may be placed on "Alert Status" and the eight (8) hours of advance notice will not be required.

6.6 Alert Status - When Alert Status is called and implemented more than four (4) hours prior to the start of an employee's regular shift, no less than four (4) hours of work within his/her Alert Status shift will be paid for at the overtime rate of pay. In instances of a callout, as described in Section 7.6.1, when an employee has been called back to work within four (4) hours of his/her regular shift, the employee will be compensated at the overtime rate of pay for only the hours immediately preceding the start of his/her regular shift or for all the hours worked in excess of eight (8) straight time hours during the Alert Status shift, whichever is greater.

6.6.1 Overtime While in Alert Status - An employee who is assigned to work an Alert Status shift will not be eligible to receive overtime pay in excess of that provided for within Section 6.6 until such time as s/he has worked eight (8) hours when assigned a (5-8) schedule, or ten (10) hours when assigned a (4-10) schedule at the straight time rate of pay during that shift or forty

1 (40) hours in a workweek.

2 **6.6.2 Implementation of Alert Status** - Notwithstanding the provision of Section
3 7.6., implementation of Alert Status will be considered to have taken place when the work hours of
4 the employee's normal shift have been altered without the required advance notification.

5 **6.6.3 Compensation and Breaks While in Alert Status** - An employee who is
6 assigned to work an Alert Status shift will be compensated for all hours assigned to the shift inclusive
7 of all breaks. Meal and rest periods will be taken in accordance with the provisions of this
8 Agreement and applicable laws and regulations.

9 **6.6.4 Shifts Resulting from Alert Status** - Shifts resulting from implementation of
10 Alert Status may be of varying duration but will be at least eight (8) hours.

11 **6.6.5 Shift Premium** - Work performed under Alert Status will not be subject to shift
12 premium pay as described in Sections 6.2.1 and 6.2.2.

ARTICLE 7: OVERTIME AND PREMIUMS

7.1 Overtime - An employee on a 5-8 work schedule will be compensated at the rate of one and one-half (1-1/2) times his/her hourly rate of pay (overtime rate) for all compensated hours in excess of eight (8) hours per day or forty (40) hours per workweek, or on a holiday recognized in this Agreement (in addition to the holiday pay).

7.1.1 An employee on a 4-10 work schedule will be compensated at the rate of one and one-half (1-1/2) times the employee's hourly rate of pay (overtime rate) for all compensated hours in excess of ten (10) hours per day of forty (40) hours per workweek, or on a holiday recognized in this Agreement (in addition to the holiday pay).

7.2 Scheduled overtime work - Scheduled overtime work will be offered to full-time regular employees prior to all other employees except in those instances where full-time regular employees are not readily available. Readily available is defined as the employee not being on a leave status and is present at work or at home when called at the time the overtime work is being scheduled and is in the work unit in which the overtime will be worked.

7.3 Eight (8) Hour Break - An employee who is called in to work prior to his/her next regularly scheduled shift and works no less than twelve (12) hours overtime without at least eight (8) hours break before the start of his/her next regularly scheduled shift will, upon request, be relieved of any requirement to work his/her next regularly scheduled shift. The employee can be directed by the County, for safety reasons, to not work his/her next regularly scheduled shift. In either of the above instances, the employee will receive overtime pay for all such overtime hours worked but may receive no pay for the regularly scheduled shift from which s/he was relieved.

7.4 Compensatory Time Off - Compensatory time off will be by written mutual agreement between the employee and the manager/designee. The request to earn compensatory time off must be initiated by the employee. Compensatory time off is subject to accrual and use in accordance with the Career Service Guidelines. Compensatory time off will be earned under the same conditions as overtime in accordance with Section 7.1.

7.5 Overtime Authorization - All overtime will be authorized in advance by the manager/designee in writing, except in emergencies. Saturday and Sunday work will not be

1 considered overtime when it is a regularly scheduled workday for the employee.

2 **7.6 Callout Premium** - A minimum of four (4) hours at the overtime rate will be paid for
3 each callout. Where such overtime exceeds four (4) hours, the actual hours worked will be paid at the
4 overtime rate.

5 **7.6.1 Callout** - A “callout” will be defined as a circumstance where an employee has
6 left the work premises and is subsequently required to report back to work prior to his/her normally
7 scheduled shift. An employee who is called out before the commencement of his/her regular shift
8 will be compensated in accordance with the provisions of Section 7.6; provided, however, in the
9 event the employee is called back to work within four (4) hours of his/her regular shift, the employee
10 will be compensated at the overtime rate for only the hours immediately preceding the start of his/her
11 regular shift.

12 **7.7 Emergency Work Premium** - Emergency work at other than the normal scheduled shift
13 or special schedule and/or shift not enumerated in Articles 6 or 7 will be credited as such and will be
14 compensated as overtime. In the event this overtime work is accomplished prior to the normal
15 working hours and the employee subsequently works his/her regular shift, the regular shift will be
16 compensated at the employee’s regular, hourly rate of pay.

17 **7.8 Standby Premium** - An employee assigned to standby status on non-duty days, by
18 written authority of the manager/designee, will be entitled to four (4) hours of pay at the overtime rate
19 for each twenty-four (24) hour period or major portion thereof while on standby status. Any work
20 performed on non-duty days while on standby status will be compensated at the overtime rate for
21 actual time worked. An employee who is required in writing to be readily available to be called into
22 work and/or who is required to wear a “beeper” outside of his/her regular work hours will be
23 considered to be on standby status.

ARTICLE 8: HOLIDAYS

8.1 Holidays Observed - Regular, probationary, provisional and term-limited temporary employees (herein referred to as: “leave eligible employees”) who work a full-time work schedule will be granted the following holidays with pay:

| | |
|-------------------------------------|--------------------------------|
| New Year’s Day | January 1st |
| Martin Luther King, Jr. ’s Birthday | Third Monday in January |
| President’s Day | Third Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | July 4th |
| Labor Day | First Monday in September |
| Veteran’s Day | November 11th |
| Thanksgiving Day | Fourth Thursday in November |
| Day After Thanksgiving Day | Day Following Thanksgiving Day |
| Christmas Day | December 25th |

and any day designated by public proclamation of the President or Governor as a legal holiday and as approved by the Council.

8.1.1 Part-time Employees - Leave eligible employees who work a part-time work schedule will be granted each of the holidays with pay as provided for within Sections 8.1 and 8.4 prorated to reflect their normally scheduled work day.

8.2 Holidays on Scheduled Day Off - Whenever a holiday occurs during a full-time leave eligible employee’s regularly scheduled day off, such employee will receive compensation for the holiday as provided under Sections 8.1 and 8.1.1.

8.3 4-10 Employees - A full-time leave eligible employee on a 4-10 work schedule will have two (2) hours of his/her accrued vacation leave applied in order to be compensated ten (10) hours for each holiday identified within Section 8.1. As an alternative, employees working a 4-10 work schedule may have their scheduled changed by the County to a 5-8 work schedule during weeks

1 which have a holiday.

2 **8.4 Floating Holidays** - Leave eligible employees will receive two (2) additional personal
3 holidays (maximum of 8 hours for each day) to be administered through the vacation plan. These two
4 (2) holidays will be added to accrued vacation on the first of October and the first of November of
5 each year. These days will be used in the same manner as any vacation day earned.

6 **8.5 Holidays Falling on a Weekend** - For those leave eligible employees whose regular
7 work schedule is Monday through Friday, holidays falling on a Saturday will be observed on the
8 preceding Friday and holidays falling on a Sunday will be observed on the following Monday. For
9 those leave eligible employees whose regular work schedule requires working on a Saturday and/or a
10 Sunday, holidays falling on these days will be observed on the actual date of the holiday.

11 **8.6 Maximum Accrual** - Leave eligible employees will receive no more than a maximum of
12 eight (8) hours per holiday for a total of ninety-six (96) hours per year of holiday pay in any one (1)
13 calendar year.

14 **8.7 Pay Status** - To be eligible for holiday pay the employee must be in pay status the
15 employee's work day before and the employee's work day after the holiday. However, an employee
16 who has successfully completed at least five (5) years of service and who retires at the end of the
17 month in which the last regularly scheduled work day is a holiday will be eligible for holiday pay if
18 the employee is in a pay status the day before the day observed as the holiday.

ARTICLE 9: VACATIONS

9.1 Accrual Schedule - Regular, probationary, provisional and term-limited temporary employees (herein referred to as: “leave eligible employees”) will accrue vacation leave benefits as described in and further qualified by this Article.

| EQUIVALENT ANNUAL VACATION FOR FULL-TIME EMPLOYEE | | |
|--|--------------------------|----------------------------------|
| Full Years of Service (Beginning) | Working Days Per Year | Hours based on 40-hr workweek |
| 0-5 | 12 | 96 |
| 6 | 15 | 120 |
| 9 | 16 | 128 |
| 11 | 20 | 160 |
| 17 | 21 | 168 |
| 18 | 22 | 176 |
| 19 | 23 | 184 |
| 20 | 24 | 192 |
| 21 | 25 | 200 |
| 22 | 26 | 208 |
| 23 | 27 | 216 |
| 24 | 28 | 224 |
| 25 | 29 | 232 |
| 26 | 30 | 240 |

9.1.1 Part-time Employees - Leave eligible employees who work a part-time work schedule will accrue vacation leave in accordance with the vacation leave schedule set forth in

1 Section 9.1, prorated to reflect their normally scheduled workday.

2 **9.2 Vacation Accrual** - Leave eligible employees will accrue vacation leave from their date
3 of hire in a benefit eligible position.

4 **9.3 Maximum Accrual** - Leave eligible employees who work a full-time work schedule may
5 accrue up to sixty (60) days vacation leave. Leave eligible employees who work a part-time work
6 schedule may accrue vacation leave up to sixty (60) days prorated to reflect their normally scheduled
7 workday. Leave eligible employees will use vacation leave beyond the maximum accrual amount
8 prior to December 31 of each year. Failure to use vacation leave beyond the maximum amount will
9 result in forfeiture of the vacation leave beyond the maximum amount. However, vacation leave
10 beyond the maximum amount will be allowed by the manager/designee if the carry over is because of
11 cyclical workloads, work assignments or other reasons as may be in the best interests of the County.

12 **9.4 Vacation Eligibility** - A leave eligible employee cannot take or be paid for vacation leave
13 until s/he has successfully completed his/her first six (6) months of County service in a leave eligible
14 position. If a leave eligible employee leaves County employment prior to successfully completing
15 his/her first six (6) months of County service in a leave eligible position, s/he will forfeit and not be
16 paid for accrued vacation leave. A leave eligible employee will be paid for accrued vacation leave to
17 his/her date of separation up to the maximum accrual amount if the employee has successfully
18 completed his/her first six (6) months of County service and is in good standing. Payment will be the
19 accrued vacation leave multiplied by the employee's rate of pay in effect upon the date of leaving
20 County employment less mandatory withholdings.

21 **9.5** A leave eligible employee will not use or be paid for vacation leave until it has accrued
22 and such use or payment is consistent with the provisions of this Article.

23 **9.6 Outside Employment** - No employee will work for compensation for the County in any
24 capacity during the time that the employee is on vacation leave.

25 **9.7 Partial Day Increments** - Vacation leave may be used in one-quarter (1/4) hour
26 increments at the discretion of the manager/designee.

27 **9.8 Payment to Assigns and Heirs** - In cases of separation from County employment by
28 death of an employee with accrued vacation leave and who has successfully completed his/her first

1 six (6) months of County service in a leave eligible position, payment of unused vacation leave up to
2 the maximum accrual amount will be made to the employee's estate, or, in applicable cases, as
3 provided for by State Law, RCW Title 11.

4 **9.9 Vacation Scheduling** - The manager/designee will be responsible for scheduling the
5 vacation of employees in such a manner as to achieve the greatest vacation opportunity for the
6 employees while maintaining the efficient functioning of the work unit.

7 **9.10 Notification While on Paid Vacation or Compensatory Time Off** - If a leave eligible
8 employee is injured or becomes ill while on paid vacation or compensatory time off, in order to
9 receive sick leave for that time, s/he must notify the manager/designee on the first day of the injury or
10 illness, either by telephone or fax, or by letter postmarked the first day of the injury or illness.
11 However, if it is physically impossible to give the required notice on the first day, notice must be sent
12 as soon as possible and must be accompanied by an acceptable showing of reasons for the delay. A
13 doctor's statement or other acceptable proof of the injury or illness, while on vacation or
14 compensatory time off must be presented regardless of the number of days involved.

15 **9.11** If a regular or probationary (who has previously achieved career service status)
16 employee resigns from County employment or is laid off and subsequently returns to County
17 employment within two (2) years from such resignation or lay off, as applicable, the employee's prior
18 County service shall be counted in determining the vacation leave accrual rate under Section 9.1.

19 **9.12 Term-Limited Temporary Employees** – A term-limited temporary employee who,
20 contiguous with his/her term-limited temporary employment becomes a regular employee shall have
21 his/her accrued vacation leave accruals carry over with such regular appointment and the accrual rate
22 will be determined based on his/her date of hire in the term-limited temporary position.

ARTICLE 10: SICK LEAVE

10.1 Sick Leave - Regular, probationary, provisional and term-limited temporary employees (herein after referred to as: "leave eligible employees") will accrue sick leave benefits at the rate of 0.04616 hours for each hour in pay status exclusive of overtime up to a maximum of eight (8) hours per month. Except, that sick leave will not begin to accrue until the first of the month following the month in which the employee commenced employment. The employee is not entitled to sick leave if not previously earned. If the County adopts a uniform County policy that allows sick leave accruals to begin the first day of employment, such change will be implemented.

10.2 Vacation as an Extension of Sick Leave - During the first six (6) months of service in a leave eligible position, leave eligible employees may, at the manager/designee's discretion, use any accrued days of vacation leave as an extension of sick leave. If an employee does not work a full six (6) months in a leave eligible position, any vacation leave used for sick leave must be reimbursed to the County upon termination.

10.3 Partial Day Increments - Sick leave may be used in one quarter (1/4) hour increments at the discretion of the manager/designee.

10.4 Unlimited Accrual - There will be no limit to the hours of sick leave benefits accrued by a leave eligible employee.

10.5 Restoration following Separation - Separation from employment except by reason of retirement, layoff for non-disciplinary medical reasons, will cancel all sick leave accrued to the leave eligible employee as of the date of separation. Should a regular employee resign in good standing, be laid off or separated for non-disciplinary medical reasons and return to County employment within two (2) years, his/her accrued sick leave will be restored.

10.6 Pay upon Separation - A regular or probationary (who has previously achieved career service status) employee who has successfully completed at least five (5) years of County service and who retires as a result of length of service or who separates by reason of death will be paid, or his/her estate as provided for by RCW Title 11, as applicable, an amount equal to thirty-five percent (35%) of his/her unused, accumulated sick leave multiplied by the employee's base rate of pay in effect upon the date of leaving County employment, less mandatory withholdings.

1 **10.7 Leave Without Pay for Health Reasons** - An employee must use all of his/her sick
2 leave before taking unpaid leave for his/her own health reasons. If the injury is compensable under
3 the County's workers compensation program, then the employee has the option to augment or not
4 augment time loss payments with the use of accrued sick leave.

5 **10.8 Leave Without Pay for Family Reason** - For a leave for family reasons, the employee
6 will choose at the start of the leave whether the particular leave would be paid or unpaid; but, when
7 an employee chooses to take paid leave for family reasons s/he may set aside a reserve of up to eighty
8 (80) hours of accrued sick leave.

9 **10.9 Use of Vacation Leave as Sick Leave** - An employee who has exhausted all of his/her
10 sick leave may use accrued vacation leave before going on leave of absence without pay, if approved
11 by his/her manager/designee.

12 **10.10 Use of Sick Leave** - Accrued sick leave will be used for the following reasons:

13 A. The employee's bona fide illness; provided, that an employee who suffers an
14 occupational illness may not simultaneously collect sick leave and worker's compensation payments
15 in a total amount greater than the net regular pay of the employee;

16 B. The employee's incapacitating injury, provided that:

17 1. An employee injured on the job may not simultaneously collect sick leave
18 and worker's compensation payments in a total amount greater than the net regular pay of the
19 employee; though an employee who chooses not to augment his/her worker's compensation time loss
20 pay through the use of sick leave will be deemed on unpaid leave status;

21 2. An employee who chooses to augment workers compensation payments
22 with the use of accrued sick leave will notify the workers compensation office in writing at the
23 beginning of the leave;

24 3. An employee may not collect sick leave and worker's compensation time
25 loss payments for physical incapacity due to any injury or occupational illness which is directly
26 traceable to employment other than with the County.

27 C. Exposure to contagious diseases and resulting quarantine.

28 D. A female employee's temporary disability caused by or contributed to by

1 pregnancy and childbirth.

2 E. The employee's medical, ocular or dental appointments provided that the
3 employee's manager/designee has approved the scheduling of sick leave for such appointments.

4 F. To care for the employee's eligible child if the child has an illness or health
5 condition which requires treatment or supervision from the employee;

6 G. To care for other family members, if:

7 1. The employee has been employed by the County for twelve (12) months or
8 more and has worked a minimum of one thousand forty (1040) hours in the preceding twelve (12)
9 months,

10 2. The family member is the employee's spouse or domestic partner, the
11 employee's child, a child of the employee's spouse or domestic partner, the parent of the employee,
12 employee's spouse or domestic partner or an individual who stands or stood in loco parentis to the
13 employee, the employee's spouse or domestic partner; and,

14 3. The reason for the leave is one of the following:

15 a. The birth of a son or daughter and care of the newborn child, or
16 placement with the employee of a son or daughter for adoption or foster care, if the leave is taken
17 within twelve (12) months of the birth, adoption or placement;

18 b. The care of the employee's child or child of the employee's spouse
19 or domestic partner whose illness or health condition requires treatment or supervision by the
20 employee; or

21 c. Care of a family member who suffers from a serious health
22 condition.

23 **10.11 Unpaid Leave** - An employee who has been employed by the County for twelve (12)
24 months or more and has worked a minimum of one thousand forty (1040) hours in the preceding
25 twelve (12) months, may take a total of up to eighteen (18) work weeks unpaid leave for his or her
26 own serious health condition, and for family reasons as provided in Sections 10.10.F and 10.10.G
27 combined, within a twelve (12) month period. The leave may be continuous, which is consecutive
28 days or weeks, or intermittent, which is taken in whole or partial days as needed. Intermittent leave is

subject to the following conditions:

A. Birth or Adoption - When a leave is taken after the birth or placement of a child for adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule only if authorized by the employee's manager/designee.

B. Reduced Schedules - An employee make take leave intermittently or on a reduced schedule when medically necessary due to a serious health condition of the employee or family member of the employee; and

C. Temporary Transfer - If an employee requests intermittent leave or leave on a reduced leave schedule, under Section B. above, that is foreseeable based on planned medical treatment, the manager/designee may require the employee to transfer temporarily to an available alternative position for which the employee is qualified and that has equivalent pay and benefits and that better accommodates recurring periods of leave than the regular position of the employee.

10.11.1 Concurrent Time - Use of donated leave will run concurrently with the eighteen (18) workweek family medical leave entitlement.

10.11.2 Insurance Premiums - The County will continue its contribution toward health care during any unpaid leave taken under Section 10.11.

10.11.3 Return to Work from Unpaid Leave - An employee who returns from unpaid family or medical leave within the time provided in this Article is entitled, subject to layoff provisions, to:

A. The same position s/he held when the leave commenced; or

B. A position with equivalent status, benefits, pay and other terms and conditions of employment; and

C. The same seniority accrued before the date on which the leave commenced.

10.11.4 Failure to Return to Work - Failure to return to work by the expiration date of the leave of absence may be cause for removal and result in termination of the employee from County service.

10.12 Provider Certification - The manager/designee and employee is responsible for the proper administration of the sick leave benefit. Verification from a licensed health care provider may

1 be reasonably required to substantiate the health condition of the employee or family member for
2 leave requests.

3 **10.13 Definition of Child** - For purposes of this Article, a child means a biological, adopted
4 or foster child, a step child, a legal ward or a child of an employee standing in loco parentis to the
5 child, who is: under eighteen (18) years of age; or is eighteen (18) years of age or older and incapable
6 of self care because of mental or physical disability.

7 **10.14 Term-Limited Temporary Employees** – A term-limited temporary employee who,
8 contiguous with his/her term-limited temporary employment becomes a regular employee shall have
9 his/her accrued sick leave accruals carried over with the regular appointment.

ARTICLE 11: PAID LEAVES

11.1 Donation of Vacation and Sick Leave Hours.

A. Vacation leave hours

1. Approval Required - An employee eligible for paid leave may donate a portion of his/her accrued vacation leave to another employee eligible for paid leave benefits. Such donation will occur upon written request to and approval of the donating and receiving employee's department director(s), except that requests for vacation donation made for the purposes of supplementing the sick leave benefits of the receiving employee will not be denied unless approval would result in a departmental hardship for the receiving department.

2. Limitations - The number of hours donated will not exceed the donor's accrued vacation credit as of the date of the request. No donation of vacation hours will be permitted where it would cause the employee receiving the transfer to exceed his/her maximum vacation accrual.

3. Return of Unused Donations - Donated vacation leave hours must be used within ninety (90) calendar days following the date of donation. Donated hours not used within ninety (90) days or due to the death of the receiving employee will revert to the donor. Donated vacation leave hours will be excluded from vacation leave payoff provisions contained in this Article. For purposes of this Article, the first hours used by an employee will be accrued vacation leave hours.

B. Sick leave hours

1. Written Notice Required - An employee eligible for paid leave may donate a portion of his/her accrued sick leave to another employee eligible for leave benefits upon written notice to the donating and receiving employee's department director(s).

2. Minimum Leave Balance Required (Donor) - No donation will be permitted unless the donating employee's sick leave accrual balance immediately subsequent to the donation is one hundred (100) hours or more. No employee may donate more than twenty-five (25) hours of his/her accrued sick leave in a calendar year.

3. Return of Unused Donations - Donated sick leave hours must be used within ninety (90) calendar days. Donated hours not used within ninety (90) days or due to the death

of the receiving employee will revert to the donor. Donated sick leave hours will be excluded from the sick leave payoff provisions contained in this Agreement, and sick leave restoration provisions contained in this Agreement. For purposes of this Article, the first hours used by an employee will be accrued sick leave hours.

C. No Solicitation - All donations of vacation and sick leave made under this Article are strictly voluntary. An employee is prohibited from soliciting, offering or receiving monetary or any other compensation or benefits in exchange for donating vacation or sick leave hours.

D. Conversion Rate - All vacation and sick leave hours donated will be converted to a dollar value based on the donor's straight time hourly rate at the time of donation. Such dollar value will then be divided by the receiving employee's hourly rate to determine the actual number of hours received. Unused donated vacation and sick leave will be reconverted based on the donor's straight time hourly rate at the time of reversion.

11.2 Leave - Organ Donors - The manager/designee will allow an employee eligible for paid leave who is voluntarily participating as a donor in life-giving or life-saving procedures such as, but not limited to, bone marrow transplants, kidney transplants, or blood transfusions up to five (5) days paid leave provided;

A. Notification - The employee gives the manager/designee reasonable advance notice of the need to take time off from work for the donation of bone marrow, a kidney, or other organs or tissue where there is a reasonable expectation that the employee's failure to donate may result in serious illness, injury, pain or the eventual death of the identified recipient.

B. Provider Certification - The employee provides written proof from an accredited medical institution, organization or individual as to the need for the employee to donate bone marrow, a kidney, or other organs or tissue or to participate in any other medical procedure where the participation of the donor is unique or critical to a successful outcome.

11.2.1 Time off Subject to Agreement - Time off from work for the purpose set out above in excess of five (5) working days will be subject to the terms of this Agreement.

11.3 Bereavement Leave

A. An employee eligible for paid leave will be entitled to three (3) working days of

1 bereavement leave a year, due to death of a member of his/her immediate family.

2 **B. Use of Sick Leave in Lieu of Bereavement Leave** - An employee eligible for
3 leave who has exhausted his/her bereavement leave, will be entitled to use sick leave in the amount of
4 three (3) working days for each instance when death occurs to a member of the employee's immediate
5 family.

6 **C.** In the application of any of the foregoing provisions, when a holiday or regular day
7 off falls within the prescribed period of absence, it will not be charged against the employee's sick
8 leave account nor bereavement leave credit.

9 **D. Family Defined** - Immediate family means, as used in this Article: spouse,
10 domestic partner, grandparent, parent, child, sibling, child-in-law, parent-in-law, grandchild of the
11 employee, employee's spouse or employee's domestic partner.

12 **11.4 School Volunteers** - An employee eligible for paid leave will be allowed the use of up
13 to three (3) days of sick leave each year to allow the employee to perform volunteer services at the
14 school attended by the employee's child provided; an employee requesting to use sick leave for this
15 purpose will submit such request in writing specifying the name of the school and the nature of the
16 volunteer services to be performed.

17 **11.5 Jury Duty** - An employee eligible for paid leave who is ordered on a jury will be
18 entitled to his/her regular County pay; provided, that fees for such jury duty are deposited, exclusive
19 of mileage, with the Department of Finance. The employee will report back to their
20 manager/designee when dismissed from jury service.

21 **11.6 Leave Examinations** - An employee eligible for paid leave will be entitled to necessary
22 time off with pay for the purpose of participating in County qualifying or promotional examinations.
23 This will include time required to complete any required interviews.

24 **11.7 Military Leave** - A leave of absence for active military duty or active military training
25 duty will be granted to eligible employees in accordance with applicable provisions of state and/or
26 federal law; provided, that a request for such leave shall be submitted to the manager/designee in
27 writing by the employee and accompanied by a validated copy of military orders ordering such active
28 duty or active training duty.

1 **ARTICLE 12: MEDICAL, DENTAL AND LIFE PLAN**

2 **12.1 Maintenance of Benefits** - The County presently participates in group medical, dental
3 and life insurance programs for eligible regular, probationary, provisional and term-limited temporary
4 employees and their eligible dependents. The County will maintain the current level of benefits under
5 its group medical, dental, vision and life insurance programs during the life of this Agreement except
6 as may be otherwise provided for in Section 12.2.

7 **12.2 Insurance Committee** - There will be a Joint Labor Management Insurance Committee
8 comprised of representatives from the County and the Labor Union Coalition. The function of the
9 Joint Labor Management Committee will be to review, study and make recommendations relative to
10 existing medical, dental, vision and life insurance programs. The County and the Union will
11 implement any changes in employee insurance benefits which result from any agreement of the Joint
12 Labor Management Committee.

13 **12.3 Premiums While Off Work Due to On-the-Job Injury or Illness** - The County shall
14 continue to provide medical insurance coverage at no cost for active employees and their dependents
15 for those months they are unable to work due to an on-the-job injury or on-the-job illness and are
16 receiving no sick leave or vacation benefits. The total number of months of medical insurance
17 coverage provided for under this Article shall not exceed twelve (12) months or the number of
18 months for which the employee continues to receive paid sick leave and/or paid vacation leave
19 benefits, whichever is the greater.

ARTICLE 13: SENIORITY - LAYOFF AND RECALL

13.1 Seniority Rights - Regular employees will be afforded the right to utilize their seniority as hereinafter defined for the purposes specifically provided for within this Agreement.

13.2 Probation - An employee will be recognized as having attained seniority and regular employee status when such employee has completed a probation period equivalent of six (6) months worked in a career service position based on a full-time work schedule in a classification covered by this Agreement. The probation period may be extended by the manager/designee not to exceed a total of twelve (12) months worked. The County will notify the Union of a probation extension. Upon completion of the probation period the employee will be assigned a classification seniority date which will be the date when s/he first commenced his/her probation for that classification. An employee working less than a full-time work schedule will have his/her probation prorated based on the full-time work schedule for the work unit.

13.2.1 Resumption of Probationary Period Upon Recall From Layoff - In the event a regular employee is laid off during his/her probation period and is subsequently recalled to his/her classification within ninety (90) calendar days from the date of layoff, s/he will be credited with all days previously worked for purposes of satisfying his/her probation period and establishing his/her resultant classification seniority date.

13.3 Seniority Accrual While on Leave Due to Illness or Injury - An employee will continue to accrue seniority during an absence caused by an industrial injury or illness. An employee who is unable to work because of a non-work related injury or illness will not accumulate seniority during an unpaid leave of absence in excess of thirty (30) calendar days. However, if the employee is on approved FMLA and/of KCFML qualified leave, seniority shall continue to accrue for up to eighteen (18) workweeks of the qualified unpaid leave period.

13.3.1 Seniority Accrual While on Leave Without Pay - An employee on an approved unpaid leave of absence of thirty (30) calendar days or longer will not accumulate seniority credits during such absence except as provided under Section 13.3.

13.4 Promotion and Transfer - When a regular employee is promoted or transferred out of the bargaining unit and is no longer covered under this Agreement, and returns to the bargaining unit

1 within twelve (12) months of the promotion or transfer, the employee will resume his/her seniority
2 which s/he had on the date of the promotion or transfer.

3 **13.5 Seniority will be defined as follows:**

4 • **“Classification Seniority”** will be defined as regular employee’s total length of
5 service within a specific classification covered by this Agreement. Regular employees in the Parks
6 Division who were in a position covered by this Agreement prior to January 1, 1992 will not be
7 credited with any classification seniority accrued prior to January 1, 1992 for purposes of layoff under
8 this Article.

9 • **“Division Seniority”** will be defined as a regular employee’s total length of service
10 within a division of a department covered by this Agreement.

11 • **“Departmental Seniority”** will be defined as a regular employee’s total length of
12 service within a department.

13 • **“Bargaining Unit Seniority”** for purposes of this Agreement, will be defined as a
14 regular employee’s total length of service within a classification(s) covered by this Agreement.

15 • **“County Seniority”** will be defined as a regular employee’s total length of service
16 with the County in a career service position.

17 **13.6 Forfeiture of Seniority** - Seniority rights will be forfeited for either of the following
18 causes:

19 • Discharge for just cause.
20 • Resignation; provided, however, in the event a regular employee who has completed
21 his/her probation period is rehired to a classification covered under this Agreement within twelve (12)
22 months from the date of his/her termination or resignation, the employee will then be credited with all
23 his/her seniority credits previously existing on his/her last day worked.

24 **13.7 Reduction in Work Force Procedure** - In the event of a reduction-in-force, the County
25 will layoff the regular employee in the classification affected who has the least Classification
26 Seniority within his/her division. Prior to any layoff, all term-limited temporary, provisional,
27 temporary and probationary employees in the classification within the affected division of the
28 department will be separated first. Where two (2) or more regular employees have the same

1 Classification Seniority, the more senior employee will be the one who has the most seniority by
2 applying the following seniority tie breakers in this order: 1) Division, 2) Department, 3) Bargaining
3 Unit, 4) County, 5) total number of compensated hours, 6) a random method by mutual agreement.

4 **13.8 Bumping Rights** - A regular employee who becomes displaced due to a reduction-in-
5 force will be permitted to use his/her classification seniority to displace or “bump out” the least senior
6 regular employee occupying the same classification. The employee will also be permitted to use
7 his/her bargaining unit seniority to displace or “bump out” the least senior regular employee
8 occupying a classification within which the bumping regular employee had previously attained
9 seniority status. Regular employees in the Parks Division who were in a classification covered by this
10 Agreement prior to January 1, 1992 will accrue seniority as of January 1, 1992 for purposes of being
11 able to exercise their bumping rights as provided under this Article.

12 **13.8.1 Displaced Employees** - A regular employee who becomes displaced due to
13 another regular employee’s exercise of Section 13.8, will also be afforded the right to displace or
14 “bump out” the least senior regular employee in his/her classification in a similar manner.

15 **13.9 Recall from Layoff** - A regular employee displaced due to a reduction-in-force will be
16 recalled to his/her classification in the inverse order of layoff subject to his/her ability to perform the
17 work of the position for which s/he is recalled. A regular employee will be removed from the recall
18 list after two (2) years from the date of layoff, or the employee is recalled, or the employee fails to
19 accept or report to work after being recalled, or the employee requests to be removed from the recall
20 list.

ARTICLE 14: MISCELLANEOUS

14.1 Seniority Lists - The County will transmit to the Union a current listing of all employees in each appendix in February and August of each year. Such list will indicate the name of the employee, job classification, classification seniority date and work unit.

14.2 Contracting of Work - The County will not contract out work which the members of the Union have historically performed unless it is required by law or is a business necessity due to an emergency situation or to augment the workforce on a short-term, temporary basis. Except for emergency situations, the County will provide notice to the Union of its intent to contract out and, upon request, bargain the decision and/or effects of that decision. Except as provided herein, under no circumstance will the County agree to any long-term or permanent contracting out of bargaining unit work. Nothing in this provision will limit what the County has historically contracted out, and no jobs will be eliminated due to contracting out.

14.3 Election to Union Office - An employee elected or appointed to an office in the Union which requires a part or all of his/her time will be given an unpaid leave of absence up to one (1) year without pay upon written application.

14.4 Mileage Reimbursement - All employees who have been authorized to use their own transportation on County business will be reimbursed at the rate established by County ordinance.

14.5 Road and River Improvement Employees - All County Road and River Improvement employees will be allowed pay from time of reporting to a designated headquarters and will end when the employee returns from the field to such headquarters.

14.6 Rain Gear - The County will provide rain gear for all employees working in inclement weather as needed.

14.7 King County Labor-Management Committee(s) - The County and the Union recognizes the importance of a collective bargaining and employee relations climate in the County that encourages cooperative efforts and joint problem-solving amongst all involved parties to better serve the public, increase productivity, reduce waste, improve safety, improve morale, and recruit, train and retain quality employees. In the interest of meeting these challenges, the County and the Union agrees to establish labor-management committee(s) where mutually agreed.

1 **14.8 Biweekly Payroll** - If during the life of this Agreement the Council adopts a biweekly
2 payroll plan, the parties agree to adopt the plan.

3 **14.9 Bulletin Boards** - The County agrees to permit the Union shop stewards and business
4 representatives to post on designated County bulletin boards the announcement of meetings, election
5 of officers, and other Union material; provided, there is sufficient space beyond what is required by
6 the County for normal business operations.

7 **14.10 Shop Stewards** - Shop stewards may conduct representational responsibilities
8 including attending grievance, Weingarten and Loudermill meetings during his/her regular scheduled
9 shift, without a loss of regular compensation, if excused from work by the employee's
10 manager/designee.

11 **14.11 Safety** - The County, Union and employees agree to comply with all applicable safety
12 laws and regulations. In the event an employee discovers or identifies an unsafe condition s/he will
13 immediately notify the manager/designee. No employee will be disciplined for reporting an unsafe
14 condition. No employee will be required to use unsafe equipment or work in an unsafe environment.

15 **14.12 Bus Pass** - The County agrees to maintain the current bus pass benefit for eligible
16 employees for the term of this Agreement.

17 **14.13 Apprenticeship Utilization** - By mutual agreement, the County and the Union agrees
18 to enter into Apprenticeship Participation Agreements to establish and maintain ongoing apprentice
19 hiring within the Joint Crafts having established Apprenticeship Programs. Such apprentice hiring
20 will conform to the individual Apprenticeship Standards, and apprentices hired will be term limited
21 temporary employees.

22 **14.14 Filling of Vacant Positions** - Prior to the initiation of any open competitive process to
23 fill a vacant bargaining unit position, the County will provide notice of the vacancy to all regular
24 employees within the classification within the bargaining unit. Any regular member of the bargaining
25 unit holding a position within the same classification as that of the vacant position will be given the
26 opportunity to apply for the position. The appointment will be made to the applicant who the County
27 determines has the knowledge, skills and ability to fill the position. Where the knowledge, skills and
28 ability of the applicants are equal, the position will be awarded on the basis of classification seniority.

1 This provision is not applicable to employees who hold a different employment status (i.e., part-time
2 and full-time) than that of the vacant position in the classification.

3 **14.15 Use of Term-Limited Temporary Employees** – The County will notify the Union
4 when it hires a term-limited temporary employee. The notice will include the classification, division
5 hired, basis for the hire and expected length of employment. The County will meet with the Union, if
6 requested, within fourteen (14) days following such request.

ARTICLE 15: GRIEVANCE PROCEDURE

15.1 Purpose - The County and the Union recognize the importance and desirability of settling grievances promptly and fairly in the interest of continued good employee relations and morale. In furtherance of this objective, the County and the Union will extend every effort to settle grievances at the lowest possible level of supervision.

15.2 No Discrimination - Employees will be unimpeded and free from restraint, interference, coercion, discrimination or reprisal in seeking adjudication of their grievances.

15.3 Grievance Definition - A grievance will be defined as an issue relating to the interpretation and application of rights, benefits, or conditions of employment as contained in this Agreement.

15.4 Exclusive Representative - The Union will not be required to press employee grievances if in the Union's opinion, such lack merit. With respect to the processing, disposition and/or settlement of any grievance, including hearings and final decision of any Arbitrator, the Union will be the exclusive representative of the employee.

15.5 Access to Grievance Procedure - Employees, whether Union members or not, will have no independent unilateral privilege or right to invoke the grievance procedure; however, an employee's complaint may be presented to his/her supervisor. If the issue is not resolved, it may be referred to STEP 1.

15.6

A. STEP 1 - A grievance will be presented in writing by the shop steward or the Union representative within fourteen (14) days of the occurrence or knowledge of such grievance to the employee's immediate supervisor. The written grievance will describe the event or circumstances being grieved, the provision(s) of this Agreement that have allegedly been violated and the remedy sought. The supervisor will attempt to adjust the matter with the Union representative and notify the same within fourteen (14) days after receipt of the grievance. If the shop steward/Union representative does not pursue the grievance to STEP 2 within fourteen (14) days after receiving the supervisor's written decision, the grievance will be presumed resolved.

B. STEP 2 - The grievance will be presented in writing to the manager/designee for

1 investigation, discussion and written reply. The manager/designee will meet with the employee and
2 Union to discuss the grievance within fourteen (14) days of the receipt of the STEP 2 grievance. The
3 manager/designee will issue a written decision to the employee and the Union within fourteen (14)
4 days following the discussion. If the Union does not pursue the grievance to STEP 3 within fourteen
5 (14) days after receiving the manager/designee written decision, the grievance will be presumed
6 resolved.

7 **C. STEP 3** - The grievance will be presented in writing to the Human Resources
8 Division Director/designee of the Department of Executive Services who will notify the Union of the
9 need to form a joint committee of equal representation from the Union and the County with a
10 maximum of two (2) people for each side. The Committee will schedule a meeting for the purpose of
11 resolving the grievance within thirty (30) days after receiving the written grievance.

12 **15.7 Arbitration** - Should the Committee be unable to resolve the grievance, either the
13 County or the Union may make a written request of the other party for arbitration within thirty (30)
14 days following the Committee's written decision. The written request for arbitration must specify the
15 exact question to be arbitrated, the provision(s) of the Agreement allegedly violated and the remedy
16 sought.

17 **15.7.1 Selection Process** - The representatives for the parties will select a third
18 disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon a
19 third party to serve as an arbitrator, then the arbitrator will be selected from a panel of seven (7)
20 names furnished by Federal Mediation and Conciliation Service (FMCS). The arbitrator will be
21 selected from the list by both the County representative and the Union representative each alternately
22 striking a name from the list until only one name remains. The remaining name will serve as the
23 arbitrator. The arbitrator, under voluntary labor arbitration rules of the (FMCS), will be asked to
24 render a decision promptly and the decision of the arbitrator will be final and binding upon all parties
25 to the dispute.

26 **15.7.2 Arbitrator's Authority Limited** - The arbitrator will have no power to add to,
27 subtract from, disregard, modify or otherwise alter any terms of this Agreement, or to negotiate new
28 agreements, but will have the power only to apply and interpret the provisions of this Agreement in

1 reaching a decision.

2 **15.7.3 Arbitration Expenses** - The arbitrator's fee and expenses will be paid equally
3 by the County and the Union. The court reporter's fee and expenses, if mutually agreed upon in
4 advance, will be paid equally by the County and the Union. Each party will pay the full costs and fees
5 of its representatives including attorney's fees and the expenses of any witnesses appearing on its own
6 behalf, regardless of the outcome of the arbitration.

7 **15.8 Timelines** - Timelines under this Article may be extended by mutual agreement of the
8 parties responsible for addressing the grievance at each STEP. Unless mutually agreed between the
9 parties responsible for addressing the grievance at each STEP no grievance STEP may be by-passed.

10 **15.9 Mediation** - Either party can request mediation of the other party prior to arbitration. If
11 both parties agree to mediation an impartial and mutually agreed upon mediation service will be used
12 to mediate the grievance. In the event that the grievance is not resolved in mediation either party may
13 proceed to arbitration.

14 **15.10** The provisions of this Article will not apply to probationary, temporary, provisional
15 and term-limited temporary employees if they are disciplined or discharged.

16 **15.11 Resolutions are Final and Binding** - The disposition and/or settlement of any
17 grievance or other matter in dispute as determined by and between the Union and the County will be
18 final and binding upon all parties to the dispute.

1 **ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION**

2 **16.1 Work Stoppages** - The County, the Council, and the Unions agree that the public
3 interest requires efficient and uninterrupted performance of all County services and to this end pledge
4 their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Unions
5 will not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform
6 any customarily assigned duties, sick leave absence which is not bona fide, or other interference with
7 County functions by employees under this Agreement and should same occur, the involved Union
8 will take appropriate steps to end such interference. Any concerted action by any employee in any
9 bargaining unit will be deemed a work stoppage if any of the afore-referenced activities have occurred
10 contrary to the provisions of this Agreement. Being absent without authorized leave will be
11 considered as an automatic resignation. Such a resignation may be rescinded by the department head
12 if the employee presents satisfactory reasons for their absence within three (3) calendar days of the
13 date his automatic resignation became effective.

14 **16.2 Employer Protection** - Upon notification in writing by the County to the Union that any
15 of its members are engaged in a work stoppage, the Union will immediately, in writing, order such
16 members to immediately cease engaging such work stoppage and provide the County with a copy of
17 such order. In addition, if requested by the County, a responsible official of the Union will publicly
18 order such Union members to cease engaging in such work stoppage.

19 **16.3 Discipline** - Any employee participating in such work stoppage or in other ways
20 committing an act prohibited in this Article will be subject to disciplinary action in accordance with
21 the County's work rules up to and including discharge, suspension, or other disciplinary action as
22 may be deemed applicable to such employee.

ARTICLE 17: WAIVER CLAUSE

17.1 The parties acknowledge that each has had the unlimited right within the law and the opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right and opportunity are set forth within this Agreement. Therefore, the County and the Union for the duration of this Agreement, each agree to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered in this Agreement.

ARTICLE 18: SAVINGS CLAUSE

18.1 Should any part hereof or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portions of this Agreement will not invalidate the remaining portions hereof; provided however, upon such invalidation the parties will meet and negotiate such parts or provisions affected. The remaining parts or provisions will remain in full force and effect.

1 **ARTICLE 19: DURATION**

2 **19.1 Duration** - This Agreement will become effective upon full and final ratification and
3 approval by formal requisite means by the King County Council and covers the period from
4 January 1, 2003 through December 31, 2005.

5 **19.2 Reopener Clause** - Contract negotiations for the succeeding contract may be initiated by
6 either party by providing to the other written notice of its intention to do so at least sixty (60) days
7 prior to December 31, 2005.

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9
10 **APPROVED** this _____ day of _____, 2003

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14 By _____
15 King County Executive

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17
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19 JOINT CRAFTS COUNCIL

20
21 By: _____ Date: _____
22 John A. Williams
23 Co-Chairman

1 The UNIONS HEREINAFTER LISTED, as a party to the AGREEMENT by and between the
2 County of King Washington, and the Joint Crafts Council on behalf of the Council and each on its
3 own behalf, do hereunto affix their signatures.

4
5 By: _____ Date: _____
6 Pacific Northwest Regional Council of Carpenters

7
8 By: _____ Date: _____
9 International Association of Machinists & Aerospace Workers District No. 160,
Local No. 289

10
11 By: _____ Date: _____
12 International Brotherhood of Boilermakers, Iron Ship Builders,
Blacksmiths, Forgers and Helpers Lodge No. 104

13
14 By: _____ Date: _____
International Brotherhood of Electrical Workers Local No. 46

15
16 By: _____ Date: _____
17 International Brotherhood of Teamsters Local No. 117

18
19 By: _____ Date: _____
International Brotherhood of Painters & Allied Trades District Council No. 5

20
21 By: _____ Date: _____
United Association of Plumbers & Pipefitters Local No. 32

22
23 By: _____ Date: _____
Hotel Employees & Restaurant Employees (H.E.R.E.) Local No. 8

24
25 By: _____ Date: _____
26 International Union of Operating Engineers Local No. 286

27
28 By: _____ Date: _____
Public Service and Industrial Employees Local No. 1239

APPENDIX A

Pacific Northwest Regional Council of Carpenters

Union Code(s): 0131A
01797

APPENDIX A: Pacific Northwest Regional Council of Carpenters

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein.

| Classification Number | Classification Title | Pay Range | Steps |
|--|----------------------|-----------|-------------|
| 8100100 | Carpenter I | 48 | 1-2-3-4-5 * |
| 8100200 | Carpenter II | 52 | 1-2-3-4-5 * |
| * These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule | | | |

A.1 Steps - An employee who is hired into a regular position and who has successfully completed a State Apprenticeship program in the craft hired will start at Step 3 and advance to Step 5 on successful completion of probation.

A.2 Temporary Employees - A temporary employee will be hired at Step 3. In addition, the County will pay the full hourly contribution rate into the medical portion of the Carpenter's Health and Welfare Trust on behalf of the employee for each hour in pay status. (See, Section 5.4)

A.3 Tools - No employee will be required to furnish tools for work. The County will provide the tools necessary to perform the assigned work.

A.4 Work Units - Work units will be defined as those County Divisions in which members are regularly assigned to work. (See, Section 6.3)

APPENDIX B

International Association of Machinists & Aerospace

Workers District No. 160, Local No. 289

Union Code(s): 0289A
0289B

APPENDIX B: International Association of Machinists & Aerospace Workers District No. 160, Local No. 289

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein.

| Classification Number | Classification Title | Pay Range | Steps |
|--|--|-----------|-------------|
| 8422100 | Millwright | 48 | 1-2-3-4-5 * |
| 8411200 | Mechanic/Automotive Machinist I-HD | 48 | 1-2-3-4-5 * |
| 8410200 | Mechanic/Automotive Machinist I | 45 | 1-2-3-4-5 * |
| 8411300 | Mechanic/Automotive Machinist II-HD | 52 | 1-2-3-4-5 * |
| 8410300 | Mechanic/Automotive Machinist II | 49 | 1-2-3-4-5 * |
| 8431100 | Heavy Equipment Body Repair Technician | 48 | 1-2-3-4-5 * |
| * These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule | | | |

B.1 Steps - An employee who is hired into a regular position and who has successfully completed a State Apprenticeship program in the craft hired will start at Step 3 and advance to Step 5 on successful completion of probation.

B.2 Commercial Drivers License (CDL) - All employees in a "HD" classification must possess a valid CDL while in pay status. The County will pay for required training and associated costs. The employee is responsible for any costs of a physical exam and the actual license. Employees are required to successfully obtain the CDL within six (6) months of employment. Failure to obtain the CDL will result in separation of employment; except, employees who are employed with

1 the County as of February 4, 2000 who fail to pass the CDL physical exam will not be separated from
2 their position for having failed the physical exam except when the failed physical exam is due to a
3 positive test for drugs or alcohol.

4 **B.3 ASE Certification** - A regular employee who holds one-half (1/2) of the ASE certificates
5 for master mechanic certification in his/her classification will receive a 2.5% premium. A regular
6 employee who holds an ASE a master mechanic certification for his/her classification will receive a
7 five (5) percent premium. The ASE certificates/certification must be valid in order to receive the
8 premium. The premium is only paid in addition to the regular, base hourly rate of pay for all
9 compensated hours. The County will only pay once for each ASE test taken. The Union agrees to
10 work with the Fleet Division to ensure it obtains and maintains ASE shop certification for all shops.

11 **B.4 Tool Allowance** – Effective January 1, 2003, the County will pay an annual tool
12 allowance of \$300.00 to each regular employee who is required to provide tools for work as a
13 condition of employment. The Union and the County will meet and confer on the repair of employee
14 owned power tools used for work.

15 **B.5 Work Units** - Work units will be defined as those County Divisions in which members
16 are regularly assigned to work. (See, Section 6.3)

APPENDIX C

International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers Lodge No. 104

Union Code(s): 0104A

APPENDIX C: International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers Lodge No. 104

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein.

| Classification Number | Classification Title | Pay Range | Steps |
|--|-------------------------|--------------|------------|
| 8426100 | Metal Fabricator | 49 | 1-2-3-4-5* |
| * These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule | | | |

C.1 Steps - An employee who is hired into a regular position and who has successfully completed a State Apprenticeship program in the craft hired will start at Step 3 and advance to Step 5 on successful completion of probation.

C.2 Temporary Employees - A temporary employee will be hired at Step 3. A temporary who is hired as a regular employee contiguous with his/her temporary employment will start at Step 3. The County will pay the full hourly contribution rate into the medical portion of the Boilermakers' Health and Welfare Trust on behalf of the employee for each hour in pay status. (See, Section 5.4)

C.3 Apprenticeship - It is understood and agreed by and between the County and the Union that to ensure an adequate supply of competent, skilled craftsmen are available at all times, an Apprenticeship Program may be established by mutual consent of the County and the Union. The Apprenticeship Program will not conflict with Federal or Washington State Apprenticeship Laws, and will provide the following:

- The Seattle Boilermakers Labor/Management Joint Apprenticeship Training Committee

(JATC) will administer an apprenticeship program.

- The JATC will accept two (2) additional members from the County shops comprised of one selected by the County and one selected by the Union. These two (2) members will function as a subcommittee to the JATC.

- The sub-committee will work with the JATC and provide information regarding County rules, regulations, and work progress guidelines. The subcommittee will also provide input and advice regarding the needs of the County shop apprenticeship program and will make regular reports to the JATC.

- Apprentices will be covered by all of the terms and conditions of this Agreement, except wages, which will be paid as set forth below:

| 0000-1040 Hours | 1041-2080 Hours | 2081-4060 Hours |
|-----------------|-----------------|-----------------|
| 85% of Step 1 | 90% of Step 1 | 95% of Step 1 |

- Upon the successful completion of four thousand sixty (4060) hours of work in the Apprenticeship Program, the apprentice will be eligible for openings in a journey-person position in accordance with the County Personnel Guidelines.

- Upon attaining journey-person status, the employee will be subject to wage provisions of this Agreement.

C.4 Work Units - Work units will be defined as those County Divisions in which members are regularly assigned to work. (See, Section 6.3)

APPENDIX D

International Brotherhood of Electrical Workers Local No. 46

Union Code(s): 0046A

APPENDIX D: International Brotherhood of Electrical Workers Local No. 46

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein.

| Classification Number | Classification Title | Pay Range | Steps |
|---|----------------------|-----------|--------------|
| 8201100 | Electrician I | 53 | 1-2 * |
| 8201200 | Electrician II | 57 | 1-2 * |
| 8200100 | Electrician Helper | 37 | 1-2-3-4-5 ** |
| * These Steps equate to Steps 6-10 on the King County "Squared" Pay Schedule | | | |
| ** These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule | | | |

D.1 Temporary Employees - The County will pay the full hourly contribution rate into the medical portion of the Electrical Workers' Health and Welfare Trust on behalf of the employee for each hour in pay status. (See, Section 5.4)

D.2 High Voltage – Effective April 1, 2002, an employee assigned to and working at the Airport Division will receive a premium of ten (10) percent over his/her regular hourly rate of pay for working with high voltage (600 volts or more).

D.2.1 An employee assigned to the Airport shall not be eligible for lead pay. (Modifies, Section 5.8)

D.2.2 An employee assigned to the Airport shall only receive two (2) hours of call-out pay when called out. (Modifies, Section 7.6)

D.3 Apprenticeship - The Union is excluded from provisions of Section 14.3, Apprenticeship Utilization, of the Agreement.

1 **D. 4** Effective January 1, 2003, the County agrees to pay for the actual cost of any license
2 required for the position. The County also agrees to reimburse the employee for the actual cost of
3 maintaining the license not to exceed one hundred and twenty dollars (\$120.00) during the term of the
4 Agreement.

5 **D.5 Work Units** - Work units will be defined as those County Divisions in which members
6 are regularly assigned to work. (See, Section 6.3)

APPENDIX E

International Brotherhood of Teamsters Local No. 117

Union Code(s): 0117A

APPENDIX E: International Brotherhood of Teamsters Local No. 117

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein.

| Classification Number | Classification Title | Pay Range | Steps |
|--|----------------------|-----------|-------------|
| 9440200 | Utility Worker II | 39 | 1-2-3-4-5 * |
| 9440300 | Crew Chief | 51 | 1-2-3-4-5 * |
| * These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule | | | |

E.1 Temporary Employees – A temporary employee will be hired at Step 3.

E.2 Position Opening, Work Site Location, and/or Days Off Assignments - Employees in Roads interested in transferring can submit or withdraw written requests at any time but will only be considered for a transfer if it is on file prior to the transfer review meeting. The County will post a notification at all work units of its intent to review transfer requests ten (10) days prior to doing so as a reminder to employees to submit requests if interested. The advance notification will include the current vacant positions(s). Given that each transfer results in a subsequent vacancy, the current and subsequent vacancies will be addressed simultaneously in the transfer review meeting. All transfers will be reviewed and approved by the maintenance operations manager. Requests on file will be purged annually. An employee who changes work locations through this process cannot participate again for twelve (12) months following the effective date of the transfer.

E.3 Crew Chief Callout Premium and Vehicles - Crew Chiefs who are assigned a County take-home vehicle will be paid a minimum of two (2) hours at the overtime rate for each callout when required to return to work once having left the work-site upon completion of their shift. The County

1 shall retain exclusive right to assign vehicles to Crew Chiefs and/or to revoke such assignment at its
2 exclusive discretion upon thirty (30) days notice. (Modifies Sections 7.6 and 7.6.1)

3 **E.3.1** In the event the County elects to revoke a take-home vehicle for a Crew Chief
4 the Crew Chief shall be compensated for any callout at the four (4) hour minimum rate provided for
5 within Sections 7.6 and 7.6.1.

6 **E.4 Temporary Hires** - Temporary employees hired to fill vacancies in regular positions
7 shall be hired from a current employment list.

8 **E.5 Work Units** - Work units will be defined as those County Divisions in which members
9 are regularly assigned to work. For employees working in the Roads Services Division, work units
10 will be determined by the Labor-Management Committee. (See, Section 6.3)

APPENDIX F

International Brotherhood of Painters & Allied Trades District Council No. 5

Union Code(s): 0300A
1094A
1982A

APPENDIX F: International Brotherhood of Painters & Allied Trades District Council No. 5

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein.

| Classification Number | Classification Title | Pay Range | Steps |
|--|----------------------|-----------|-------------|
| 8101100 | Painter I | 47 | 1-2-3-4-5 * |
| 8101200 | Painter II | 51 | 1-2-3-4-5 * |
| 8103100 | Sign Painter I | 47 | 1-2-3-4-5 * |
| 8103200 | Sign Painter II | 51 | 1-2-3-4-5 * |
| * These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule | | | |

F.1 Steps - An employee who is hired into a regular position and who has successfully completed a State Apprenticeship program in the craft hired will start at Step 3 and advance to Step 5 on successful completion of probation. (Adds, Section 5.2)

F.2 Temporary Employees – A temporary employee will be hired at Step 3. (Adds, 5.2)
The County will pay the full hourly contribution rate into the Painters' Health and Welfare Trust on behalf of the employee for each hour in pay status. (See, Section 5.4)

F.3 Work Units - Work units will be defined as those County Divisions in which members are regularly assigned to work. (See, Section 6.3)

APPENDIX G

United Association of Plumbers & Pipefitters Local No. 32

Union Code(s): 0032A
0032C

APPENDIX G: United Association of Plumbers & Pipefitters Local No. 32

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein.

| Classification Number | Classification Title | Pay Range | Steps |
|---|---|-----------|--------------|
| 8500100 | Plumbing and Mechanical I | 52 | 1-2 * |
| 8500200 | Plumbing and Mechanical II | 56 | 1-2 * |
| 5319100 | Plumbing Inspector | 55 | 1-2 * |
| 5319200 | Senior Plumbing Inspector | 59 | 1-2 * |
| 9202100 | Irrigation Specialist/Plumbing and Mechanical I | 52 | 1-2 * |
| 8500000 | Plumber Helper | 37 | 1-2-3-4-5 ** |
| * These Steps equate to Steps 6-10 on the King County "Squared" Pay Schedule | | | |
| ** These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule | | | |

G.1 Temporary Employees - The County will pay the full hourly contribution rate in to the Plumbers' Health and Welfare Trust on behalf of the employee for each hour in pay status; except for part-time Plumbing Inspectors. (See, Section 5.4) In lieu of participation into the Health and Welfare Trust, part-time Plumbing Inspectors will be placed at Step 2 of the pay range once s/he is paid the equivalent of six (6) months of employment but no sooner than January 1, 2003.

G.2 Tools and Protective Clothing - The County will provide all tools and protective clothing required to perform the assigned work.

G.3 Licenses - The County will pay the actual cost of any license required by the County, except a Commercial Driver's License.

G.4 Work Units - Work units will be defined as those County Divisions in which members are regularly assigned to work. (See, Section 6.3)

APPENDIX H

Hotel Employees & Restaurant Employees (H.E.R.E.) Local No. 8

Union Code(s): 0008A
0008B

APPENDIX H: Hotel Employees & Restaurant Employees (H.E.R.E.) Local No. 8

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein.

| Classification Number | Classification Title | Pay Range | Steps |
|--|----------------------|-----------|-------------|
| 9500200 | Cook-Baker | 43 | 1-2-3-4-5 * |
| 9500201 | Lead Cook-Baker | 47 | 1-2-3-4-5 * |
| * These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule | | | |

H.1 Compensatory Time - If requested by the employee and agreed to by the Division Manager/designee, compensatory time off in lieu of overtime compensation may be authorized. (Supplants, Section 7.4)

H.1.1 Compensatory time off in lieu of overtime will be earned at the rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay.

H.1.2 A maximum of forty (40) hours of compensatory time off may be accumulated.

H.1.3 Accrued compensatory time off will be expended within the calendar year in which it is earned, unless through mutual agreement between the employee and the County, the employee is allowed to carry the accumulation into the ensuing year.

H.1.4 Notwithstanding the provisions of Section H.1.3, compensatory time off will be scheduled at a time mutually agreed upon by the employee and the County.

H.2 Direction of Staff/Inmates - Cook-Bakers and Lead Cook-Bakers may be required to direct other staff and/or inmates in the performance of their regular duties.

H.3 Promotion - The County welcomes and encourages employees to apply for promotional

1 opportunities.

2 **H.4 Wellness Incentive Plan** - Employees within the bargaining unit who, during a payroll
3 year (as reflected on the December 20th or last paycheck of the year), use less than twenty-five (25)
4 hours of sick leave may convert eight (8) hours of unused, accrued sick leave to a vacation day to be
5 used in the following calendar year.

6 **H.5 Shift Differential** - The provisions of Sections 6.21 and 6.2.2 relating to shift differential
7 will not apply to members of this bargaining unit.

8 **H.6 Schedule and Shift** - Full time Employees shall be required to work a full 40-hour
9 workweek exclusive of the meal period. The Standard shift will be eight (8) hours exclusive of the
10 meal period.

11 **H.7 Work Units** - Work units will be defined as those County Divisions in which members
12 are regularly assigned to work. (See, Section 6.3)

13 **H.8** The County will supply each employee five (5) sets of pants, hats and shirts to be
14 replaced as needed, as determined by the County.

15 **H.9** Employees who translate a language in the work place identified by the County as a
16 language for which translation activity is necessary shall be paid five hundred dollars (\$500) per year.
17 The stipend shall be paid to eligible employees in April of each year. Eligible employees shall be
18 required to pass a language proficiency test administered by the County. The County retains the
19 discretion to determine the number of employees that may qualify for the premium.

APPENDIX I

International Union of Operating Engineers Local No. 286

Union Code(s): 0286A

APPENDIX I: International Union of Operating Engineers Local No. 286

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein.

| Classification Number | Classification Title | Pay Range | Steps |
|--|------------------------|-----------|-------------|
| 8502200 | Operating Engineer II | 48 | 1-2-3-4-5 * |
| 8502300 | Operating Engineer III | 52 | 1-2-3-4-5 * |
| * These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule | | | |

Operating Engineer II - This classification is based upon the employee's willingness to rotate on an annual basis, through shifts and assignments as required. The changes in shift and assignment shall be made on September 1st of each year. Facilities management will post the rotating schedule for the time period covered by the Agreement. The rotating schedule will contain only one (1) revolving shift (two (2) swings, two (2) graveyards, one (1) day). In addition, the employee must:

- Possess a Grade #3 Steam Engineer License and a Refrigeration Operating Engineer's license,
- Be available for (a) call out on off days or off shifts and (b) standby for which appropriate premiums would be paid,
- Be qualified or be able to become qualified as a journeyman on the computer, mechanical fan or compressor repair, pneumatics.

I.1 Steps - An employee who is hired into a regular position and who has successfully completed a State Apprenticeship program in the craft hired will start at Step 3 and advance to Step 5 on successful completion of probation. (Adds, Section 5.2)

1 **I.2 Licenses** - The County will pay the actual cost of any license required by the County,
2 except a CDL and any training required to maintain the license.

3 **I.3 Filling Of Vacant Shifts** - In the event a shift becomes permanently vacant, notice of the
4 vacancy will be posted. The notice will have the date and hour of its posting and it will remain
5 posted for seventy-two (72) consecutive hours. Regular employees who desire to work the vacant
6 shift will indicate so by signing the posted notice. The employee with the greatest bargaining unit
7 seniority will be assigned to the vacant shift; provided however, s/he is qualified to handle the work.
8 (Supplants, Section 6.3)

9 **I.4 Overtime Work** - Overtime work will be divided and rotated as equally as possible
10 amongst those employees who desire overtime work. Employees will indicate their availability for
11 overtime work by placing their names on the overtime roster which will be posted in the workplace at
12 all times. The posting of the overtime roster will be the responsibility of the Operating Engineer III.
13 (Supplants, Section 7.2)

14 **I.5 Vacation Preference** - Vacation preference requests for a period beginning January 1st
15 through the following January 1st must be received by Management not later than December 1st of
16 the preceding twelve (12) month period during which the vacation is being requested. Upon receipt
17 of the request, a vacation schedule will be developed and posted on or before January 1st. Vacation
18 preference requests will be granted on the basis of bargaining unit seniority provided that essential
19 operations are properly staffed at all times. All vacation requests made after December 1st will be
20 granted only with the mutual agreement of Management and the employee. (Supplants, Section 9.9)

21 **I.6** The county will provide four (4) uniforms to employees and replace them as needed.

22 **I.7 Work Units** - Work units will be defined as those County Divisions in which members
23 are regularly assigned to work. (See, Section 6.3)

1 **APPENDIX J**

2 **Public Service and Industrial Employees Local No. 1239**

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4 Union Code(s): 1239A

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6 **APPENDIX J: Public Service and Industrial Employees Local No. 1239**

7 This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific
8 provision(s) therein.

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| Classification Number | Classification Title | Pay Range | Steps |
|--|-------------------------|--------------|-------------|
| 9440100 | Utility Worker I | 35 | 1-2-3-4-5 * |
| * These Steps equate to Steps 2-4-6-8-10 on the King County “Squared” Pay Schedule | | | |

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14 **J.1 Retirement** - All employees hired prior to January 1, 1990, will continue to be covered
15 by the applicable retirement system in which they are enrolled as of December 31, 1989; i.e., Seattle
16 City Employees Retirement System, PERS I or PERS II. Contributions to the applicable retirement
17 system will be made in accordance with the respective applicable City of Seattle Ordinance(s),
18 County Ordinance(s), or State Law.

19 **J.2 Seniority** - Effective upon signature of the Agreement, Utility Worker I’s in positions
20 represented by Local 1239 will have their continuous service in the classification of Utility Laborer
21 included for purposes of determining classification seniority.

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APPENDIX K

International Brotherhood of Teamsters Local No. 117

Union Code(s): 0117B
0117H
0117M

APPENDIX K: International Brotherhood of Teamsters Local No. 117

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein.

| Classification Number | Classification Title | Pay Range | Steps |
|---|---|-----------|-------------|
| 9410100 | Equipment Services & Maintenance Specialist | 39 | 1-2-3-4-5 * |
| 9410200 | Equipment Services & Maintenance Specialist-HD | 43 | 1-2-3-4-5 * |
| 9442100 | Bridge Tender | 31 | 1-2-3-4-5 * |
| 5220100 | Security Officer | 36 | 1-2-3-4-5 * |
| 4300200 | Customer Service Specialist II | 36 | 1-2-3-4-5 * |
| 9328100 | Parking Attendant | 31 | 1-2-3-4-5 * |
| 2211100 | Inventory Purchasing Specialist I | 42 | 1-2-3-4-5 * |
| 2211200 | Inventory Purchasing Specialist II | 46 | 1-2-3-4-5 * |
| 2211300 | Inventory Purchasing Specialist III | 49 | 1-2-3-4-5 * |
| 9320200 | Assistant Election Distribution Center Supervisor | 41 | 1-2-3-4-5 * |
| 5101100 | Road Use Investigators | 49 | 1-2-3-4-5 * |
| 9320100 | Election Equipment Technician | 34 | 1-2-3-4-5 * |
| 944000 | Utility Worker Assistant | 29 | 1-2-3-4-5 * |
| 9326100 | Vehicle Dispatcher | 37 | 1-2-3-4-5 * |
| 9321100 | Truck Driver I | 36 | 1-2-3-4-5 * |
| * These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule. | | | |

K.1 Temporary Employees - A temporary employee will be hired at Step 3.

K.2 Bridge Tenders - Bridge Tenders can bid for their shift at least once per year and when a position is vacant. Bidding will be based on classification seniority.

K.3 Security Officers - The work schedule for Security Officers is 3 - 13 hours shifts. (See, Section 6.1.2) When the hours worked during a shift occur on a holiday, all such hours will be paid at the rate of time and one-half (1-1/2) the employee's regular, base hourly rate of pay. (Modifies, Section 7.1)

K.4 Work Units - Work units will be defined as those County Divisions in which members are regularly assigned to work. (See, Section 6.3)

APPENDIX L

International Brotherhood of Teamsters Local No. 117

Union Code(s): 0117S

APPENDIX L: International Brotherhood of Teamsters Local No. 117

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein.

| Classification Number | Classification Title | Pay Range | Steps |
|--|----------------------|-----------|-------------|
| 5220100 | Security Officer | 36 | 1-2-3-4-5 * |
| 5220200 | Security Sergeant | 40 | 1-2-3-4-5 * |
| * These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule | | | |

L.1 Temporary Employees – A temporary employee will be hired at Step 3.

L.2 Filling of Vacant Shifts by Regular Employees - Full-time regular employees may bid for available vacant regular established schedules by seniority with the most senior full-time employee having first choice for the schedule available for regular full-time employees.

L.2.1 Part-time regular employees may bid for available regular established schedules by seniority with the most senior part-time employee having first choice for schedules available for regular part-time employees. In addition, part-time regular employees may submit requests for open shifts each month in writing to the Security Chief/designee. The request must be submitted by the tenth (10th) day of each month for the next month's open work.

L.2.2 Employees bidding for a new established schedule must be qualified, as determined by the County, or his/her bid will be denied. The County has the right to remove an employee from the schedule if it determines the employee has a performance problem. Notices of available regular established schedules will be posted for ten (10) consecutive days. Copies of the work schedule will be available for employees and they are responsible for knowing their

1 assignments. (Supplants Article 6)

2 **L.2.3 Change in Schedule** - If a regular employee is removed from his/her schedule
3 with less than seven (7) days notice, as provided under Section L.2.2, all hours worked for the first
4 shift of the new work schedule will be at the overtime rate of pay; except, if the removal is due to a
5 performance problem.

6 **L.2.4 Shift Trades** - Regular employees may trade shifts with the approval of the
7 Security Chief/designee. Requests for changing shifts must be submitted in writing at least seven (7)
8 days prior to the change. In no case will the trading of a shift result in the payment of overtime wages
9 for anyone involved in the trade.

10 **L.2.5 Special Shift** - A regular employee who is scheduled to work a “special shift,”
11 as determined by the Security Chief/designee, will receive four (4) hours of regular straight-time
12 wages if such “special shift” is cancelled with less than twenty-four (24) hours advance notice. Such
13 payment shall not be used for the purpose of calculating the compensable hours for overtime
14 payment.

15 **L.3 Temporary Schedule Requests** – Temporary employees will submit their requests for
16 shifts in writing to the Security Chief/designee. The request must be submitted by the tenth (10th)
17 day of each month for the next month’s available open work. Regardless of the requests submitted by
18 temporary employees, the County reserves the right to assign temporary employees to meet its
19 staffing needs at anytime of its choosing. Copies of the work schedule will be available for
20 employees and they are responsible for knowing their assignments. (Supplants Article 6 and Sections
21 7.6 and 7.6.1 do not apply to temporary employees)

22 **L.4 Schedules** are defined as two (2) or more combined shifts that are established by the
23 County and are intended to be on-going. A shift is defined as a single block of work during a 24 hour
24 period.

25 **L.5 Layoff** - Prior to any layoff of a regular employee, temporary employees will be
26 separated first. In the event of a lay-off, part-time regular employees will be laid-off before full-time
27 regular employees. (Modifies, Section 13.7) Except as otherwise provided herein, seniority
28 provisions under Article 13 will apply.

APPENDIX M

International Brotherhood of Teamsters Local No. 117

Union Code(s): 0117J

APPENDIX M: International Brotherhood of Teamsters Local No. 117

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein.

| Classification Number | Classification Title | Pay Range | Steps |
|--|--------------------------------------|-----------|-------------|
| 3120400 | Chemical Dependency Program Screener | 36 | 1-2-3-4-5 * |
| * These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule | | | |

M.1 Temporary Employees - A temporary employee will be hired at Step 3.

M.2 Shift Premiums - Effective January 1, 2003, employees covered by this Appendix will receive ten dollars (\$10.00) for working a shift other than a day shift. To qualify for the shift premium at least fifty (50) percent of an employee's shift hours must be after 4:10 PM. (Supplants Sections 6.2.1 and 6.2.2)

M.3 Bid Postings - The provisions of Section 6.3 (Bid Postings) will not apply to this bargaining unit.

M.3.1 Schedule Change - Employees will be given no less than 48 hours notice of involuntary changes in work schedules, unless due to an emergency situation, immediate changes are required to provide adequate levels of staffing. (Supplants, Sections 6.3.1, 6.4, 6.5, 6.6 et seq.)

M.3.2 4-10 Work Schedule - Employees may be assigned to a 4-10 work schedule, Friday through Monday.

M.4 Clothing Allowance - Effective January 1, 2003, full-time regular employees will be provided \$200.00 and part-time regular employees will receive \$100.00 on January 5 and July 5 each year for clothing purchase and maintenance.

1 **M.5 Personal Property** - Employees who unavoidably suffer a loss or damage to personal
2 property while on duty will have property repaired or replaced at County expense. Reimbursement
3 for non-essential personal property will not exceed one hundred and fifty dollars (\$150.00). The
4 County, to minimize its loss expense, may issue a policy as to which items will be brought on the
5 premises at the employee's own risk, like expensive leather jackets and jewelry (other than wedding
6 bands.)

7 **M.5.1** Reimbursement for essential personal property will not exceed one hundred
8 and fifty dollars (\$150.00); unless the replacement cost is greater for a necessary item such as
9 prescription glasses and hearing aids.

10 **M.6** Employees eligible for holiday pay who have a holiday that falls on a scheduled day off
11 will receive compensatory time for the holiday which must be used within ninety (90) days of it being
12 earned, unless there is a mutual agreement to extend.

13 **M.6.1** Employees eligible for holiday pay may elect to accrue up to eight (8) hours of
14 compensatory time when working on a holiday instead of being paid the holiday pay. To be eligible,
15 the employee must give two (2) weeks notice of his/her election. Failure to give at least two (2)
16 weeks notice will automatically result in payment of holiday pay, if eligible. The compensatory time
17 must be used within ninety (90) days of it being earned, unless there is a mutual agreement to extend.

18 (Modifies Sections 8.1 and 8.1.1)

APPENDIX N

International Brotherhood of Teamsters Local No. 117

Union Code(s): 0117Q

APPENDIX N: International Brotherhood of Teamsters Local No. 117

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein.

| Classification Number | Classification Title | Pay Range | Steps |
|--|---------------------------------|----------------------|--------------|
| 5220000 | Security Screener | 26 | 1-2-3-4-5 * |
| * These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule | | | |

N.1 Temporary Schedules – A temporary employee will be hired at Step 3.

N.2 Work Schedule - Employees will be scheduled to work when needed. The establishment of shifts and workweek schedules is vested solely with the County and may be changed to meet operational needs. The normal shift will be eight (8) hours inclusive of the meal period. Employees will be given seven (7) days advance notice of planned shift and/or workweek schedule changes; however, in those circumstances where changes are needed due to unforeseen events, employees may be assigned with minimal or no notice. The provisions of Sections 6.2.1 and 6.2.2 (shift premium) will not apply to employees covered under this Appendix. (Supplants, Article 6)

N.3 The provisions of Sections 7.6 and 7.6.1 do not apply to temporary employees.

N.4 Polygraph - Employees under this Appendix are subject to pre-hire polygraph testing pursuant to RCW 49.44.120.

Memorandum of Understanding

Between

King County

And

International Brotherhood of Teamsters Local No. 117

Subject: Labor Management Committees – Security Officers

The parties recognize the importance of using the Labor-Management Committee (LMC) to address and resolve issues of mutual interest that are not subjects for bargaining. To this end, the parties agree to submit the issue of overtime scheduling for Security Officers to a LMC for discussion and resolution. Should any bargaining issue(s) arise in either LMC, the parties will refer the issues to their appropriate representatives.

APPROVED this _____ day of _____, 2003

By _____

King County Executive

For International Brotherhood of Teamsters Local No. 117

By: _____

Memorandum of Understanding

Between

King County

And

International Brotherhood of Teamsters Local No. 117

Subject: Labor Management Committees – Security Screeners

The parties recognize the importance of using the Labor-Management Committee (LMC) to address and resolve issues of mutual interest that are not subjects for bargaining. To this end, the parties agree to submit the issue of uniforms for Security Screeners to a LMC for discussion and resolution. Should any bargaining issue(s) arise in either LMC, the parties will refer the issues to their appropriate representatives.

APPROVED this _____ day of _____, 2003

By _____

King County Executive

For International Brotherhood of Teamsters Local No. 117

By: _____

Memorandum of Understanding

Between

King County

And

International Association of Machinists & Aerospace

Workers District No. 160, Local 289

Subject: Labor Management Committee - IAM

The parties recognize the importance of using the Labor-Management Committee (LMC) to address and resolve issues of mutual interest that are not subjects for bargaining. To this end, the parties agree to submit the issues of clean-up and training a LMC for discussion and resolution. Should any bargaining issue(s) arise in either LMC, the parties will refer the issues to their appropriate representatives.

APPROVED this _____ day of _____, 2003

By _____

King County Executive

For International Association of Machinists & Aerospace
Workers District No. 160, Local No. 289

By: _____

Memorandum of Understanding

Between

King County

And

International Brotherhood of Teamsters Local No. 117

Subject: Security Screener

The parties agree to conduct a wage survey for the classification of Security Screener in 2004 in accordance with Council Motion 10262.

APPROVED this _____ day of _____, 2003

By _____

King County Executive

For International Brotherhood of Teamsters Local No. 117

By: _____

Memorandum of Understanding

Between

King County

And

Joint Crafts Council

Subject: Union Pension Trusts

The county agrees to meet with any union under the Joint Crafts Council collective bargaining agreement who so requests for the purpose of exploring and possibly participating in the union's pension trust on behalf of the employees represented by the union.

APPROVED this _____ day of _____, 2003

By _____

King County Executive

For the Joint Crafts Council

By: _____

Memorandum of Understanding

Between

King County

And

Joint Crafts Council

Subject: 2002 Contract Year

The parties agree to extend the terms of the January 1, 1999 through December 31, 2001 contract through the calendar year 2002 expiring on December 31, 2002 with the following modifications:

1. The wage rates for 2002 will be increased by the cost of living adjustment which was 2.32%. The cost of living adjustment will be retroactively paid to those employees who were employed in a covered classification during 2002 and who are still employed with the county at the time this Agreement is fully ratified and those who have retired from a covered classification since 2002.

2. Employees in the Fleet Division who are classified as Equipment Services and Maintenance Specialists will be reclassified as Equipment Services and Maintenance Specialist – HD effective upon their date of hire but no earlier than January 1, 2002.

3. The County will recognize Teamsters, Local 117 as the exclusive bargaining representative of the classification of Road Use Investigators. The wage range for the classification shall be set at range 40 on the County's Squared Table. Employees who are currently in the classification will be placed on the step of the new range pursuant to Motion 10262 and paid compensation retroactive to January 1, 2002 or the actual date of their hire, if later.

4. Effective January 1, 2002, wage ranges for the classification of Bridge Tender will increase from 30 to 31, Inventory and Purchasing Specialist I from 38 to 42, Inventory and Purchasing Specialist II from 43 to 46, Inventory and Purchasing Specialist III from 47 to 49. Employees currently in the above classifications, or who have retired since 2002, will receive retroactive

1 compensation from January 1, 2002 or their date of hire, if later. Employees will be placed on the
2 step of the new wage range in accordance with Motion 10262.

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5 **APPROVED** this _____ day of _____, 2003

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8 By _____
9 King County Executive

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11 For the Joint Crafts Council

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14 By: _____
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1 **Memorandum of Understanding**

2 **Between**

3 **King County**

4 **And**

5 **Joint Crafts Council**

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8 **Subject: Family Medical Leave**
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11 Employees shall be entitled to family medical leave, as provided by the King County Family
12 Medical Leave Act, the federal Family Medical Leave Act, and any Washington state laws the
13 provide for family medical leave.
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16 **APPROVED** this _____ day of _____, 2003
17
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19 By _____
20 King County Executive
21
22

23 For the Joint Crafts Council
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26 By: _____
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